

GHODS LAW FIRM  
Mohammed K. Ghods (SBN 144616)  
William A. Stahr (SBN 167870)  
Jeremy A. Rhyne SBN 217378)  
2100 N. Broadway, Ste. 300  
Santa Ana, CA 92706  
Telephone: (714) 558-8580  
Facsimile: (714) 558-8579

Attorney for Plaintiff  
VIVINE H. WANG

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

VIVINE H. WANG, an individual,  
Plaintiff,

v.

THE BEAR STEARNS COMPANIES  
LLC, a Delaware limited liability  
company formerly known as The Bear  
Stearns Companies Inc.; J.P.  
MORGAN SECURITIES LLC, a  
Delaware limited liability company  
formerly known as Bear, Stearns &  
Co., Inc.; J.P. MORGAN CLEARING  
CORP, a Delaware corporation  
formerly known as Bear, Stearns  
Securities Corp.; DELOITTE &  
TOUCHE LLP, a limited liability  
partnership; ALAN D. SCHWARTZ, an  
individual; ALAN C. GREENBERG, an  
individual; JOEY ZHOU, an individual;  
and GARRETT BLAND, an individual,

Defendants.

Case No. CV11-02624 PSG (SSx)

**PLAINTIFF'S RESPONSE TO DEFENDANTS'  
JOINT *EX PARTE* APPLICATION FOR AN  
ADDITIONAL EXTENSION OF TIME TO  
RESPOND TO THE COMPLAINT**

Plaintiff VIVINE H. WANG ("Plaintiff") responds to the Joint *Ex Parte* Application  
brought by all Defendants as follows:

1           1.       Plaintiff does not oppose the requested extension of time for Defendants to  
2 respond to the Complaint, as her counsel informed Defendants' counsel numerous  
3 times. Thus, this *ex parte* application, like the two prior ones, is complete overkill,  
4 unnecessary and brought in violation of the Court's local rules advising that *ex parte*  
5 applications are designed solely for extraordinary relief. (*See Mission Power Eng. Co. v.*  
6 *Continental Casualty Co.*, 883 F.Supp. 488 (C.D.Cal. 1995).)

7           2.       Specifically, in numerous responses to repeated messages and emails  
8 from attorney Durrant, Plaintiff's counsel (Mohammed Ghods) has always agreed to a  
9 simple stipulation to extend the time for Defendants to respond to the complaint. Such a  
10 simple stipulation is all that is and has ever been warranted and necessary under the  
11 circumstances. For some reason, such a simple stipulation has never been good  
12 enough for Defendants' counsel, who continues to demand that additional language be  
13 included in any proposed stipulation or proposed order.

14           3.       It is specious for Defendants to argue that Plaintiff's counsel was trying to  
15 condition a stipulated extension of time on Defendants' waiver of rights. (Application,  
16 page 1, lines 9-11; page 3, lines 11-23) As Plaintiff's counsel repeatedly informed  
17 Defendants' counsel in connection with Defendants' very first *ex parte* application,  
18 Plaintiff contends that Defendants have already waived their right to arbitrate, if any, and  
19 now every additional court request related to their desire and efforts to have the case  
20 transferred to SDNY to be litigated there only confirms and is consistent with such  
21 waiver. Obviously aware of the issue, Defendants now routinely try to "un-ring the bell"  
22 or "have their cake and eat it too" by lacing their proposed stipulations and proposed  
23 orders with "non-waiver" language that they apparently intend to argue at some future  
24 unknown point in time as support for their anticipated non-waiver argument. If anyone is  
25 adding unnecessary and unacceptable language to any proposed order or stipulation, it  
26 is and has always been Defendants. A full read of Plaintiff's counsel's 2:00 pm email on  
27 June 20<sup>th</sup> establishes this very point, once again. (*See Exhibit A attached to the*  
28 *Declaration of John Durrant, at page 5*) ("John, why not simply say 'respond to the

1 complaint.' ")

2 4. While Plaintiff submits that this *ex parte* application was unwarranted and  
3 obviously disputes Defendants' self-serving suggestion that a transfer of this case to  
4 SDNY by the JPMDL is warranted and a certainty, Plaintiff remains amenable to the  
5 requested extension of time. Yet, only a simple straight-forward order is required to  
6 accomplish the task of extending Defendants' due date for responding to Plaintiff's  
7 complaint, not the defective rambling order proposed by Defendants that contains  
8 unnecessary and inaccurate language. As such, once again, Plaintiff submits herewith a  
9 basic proposed order for the Court's consideration.

10 Respectfully submitted

11 DATED: June 21, 2011

GHODS LAW FIRM

12  
13 By: 

14 MOHAMMED K. GHODS  
15 WILLIAM A. STAHR  
16 JEREMY A. RHYNE  
17 *Attorneys for Plaintiff*  
18 VIVINE H. WANG  
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